



# DEPARTMENT OF THE ARMY

VICKSBURG DISTRICT, CORPS OF ENGINEERS

4155 CLAY STREET

VICKSBURG, MISSISSIPPI 39183-3435

USER 16

REPLY TO

ATTENTION OF: Ms. Elizabeth Ivy, Mission Manager

Task Force Hope – Temporary Public Structures

January 23, 2006

Mr. Timothy A. Kellar  
County Administrator, Hancock County  
3068 Longfellow Road  
Bay St. Louis, Mississippi 39520-8602

Dear Mr. Kellar:

Enclosed for your files is a fully executed copy of the Site License and Use Agreement that allows for your continued occupation and control of the temporary facilities that were placed by the Temporary Public Structures team. I trust the units are serving your intended purpose.

I have also enclosed a point of contact list for warranty issues that may arise during your occupation and use of the facilities. Please refer to these points of contact for all future issues should you experience any problems. With regards to the actual units, in the event they are ever destroyed by an "Act of God", they are considered to be Federal property and will be covered for loss by way of the Government's self-insured status. Per Condition No. 9 of the agreement, you should carry an insurance policy that includes liability and personal property protection coverage.

Condition No. 18 of the agreement outlines the timeframes for termination of your use and occupation of the temporary facilities. Upon completion of the necessary construction or repair of your permanent facilities, you must notify the Federal Emergency Management Agency (FEMA) of your intent to vacate the units. As indicated in the "Termination" clause, a minimum of sixty (60) days, advance notice is required. Condition No. 18 further defines the maximum amount of time allowed for occupancy of the temporary facilities as 48 months. If you are still utilizing the facilities at the end of the allotted time period, you must contact FEMA for consideration to continue occupancy. Ultimately, FEMA will make that determination. The following FEMA employees should be contacted to arrange for facility disposal or extended occupancy:

Mike Miller, Temporary Building Manager (228) 523-8794  
Dan Coalson, Assistant Temporary Building Manager (228) 896-4483  
Daryl Parker, Accountable Property Officer (601) 818-7290

In closing, on behalf of the Temporary Public Structures team, I want to thank you for your assistance in allowing us to accomplish our mission in such a timely manner. To date, we have placed over 700 offices and classrooms throughout southern Mississippi, thereby allowing approximately 125 different public offices and schools to reopen. On a daily basis during the past four months, we have seen the devastation caused by Hurricane Katrina along the Gulf Coast of Mississippi. We have also seen thousands of people coming together to rebuild the treasured coastline and communities. I hope our service to you has proven the Government's commitment to this rebuilding effort and also wish you well towards returning to a sense of normalcy in your day to day operations.

Sincerely,

Elizabeth J. Ivy  
Mission Manager, Temporary Public Structures  
Vicksburg District, U.S. Army Corps of Engineers

## Temporary Facility Site License and Use Agreement

Agreement entered into between the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), an agency of the United States Government, and Hancock County, Mississippi, hereinafter referred to as "Licensor".

FEMA desires to use, and Licensor agrees to permit its use of, at no cost except as may be otherwise specifically provided herein, adequate ground space for placement of the following described property on Licensor's premises:

*3068 Longfellow Road, Bay St. Louis, Hancock County, Mississippi*  
(See Attached Exhibit "A" for Site Location)

Bar Code(s) or other Property Identifier(s):

1238041, 1238040, 1238887, 1238071, 1238072  
1238886, 1238049, 1238053, 1237797, 1237796  
1238123, 1238124, 1237981, 1237980, 1238157  
1238158, 1237919, 1237918, 1238160, 1238159  
1237947, 1237948, 1238141, 1238142, 1238054  
1238055, 1238165, 1238164, 1238052, 1238056  
1238130, 1238129, 1238197, 1238196

.....  
*Hancock County West Fire Station, 16006 Washington Street*  
*Pearlington, Hancock County, Mississippi*  
(See Attached Exhibit "B" for Site Location)

Bar Code(s) or other Property Identifier(s):

*Horton Mobile Home – 24' x 60'*  
*Serial Number: H41282G L/R*  
*Bar Codes: 1238225, 1238226*

.....  
*Hancock County Bayside Fire Station, 6218 West Hinds Street*  
*Bay St. Louis, Hancock County, Mississippi*  
(See Attached Exhibit "C" for Site Location)

Bar Code(s) or other Property Identifier(s):

*Horton Mobile Home – 24' x 60'*  
*Serial Number: H401281 L/R*  
*Bar Codes: 1238222, 1238223*  
.....

*Hancock County East Fire Station, 10314 Chapman Road  
Bay St. Louis, Hancock County, Mississippi  
(See Attached Exhibit "D" for Site Location)*

**Bar Code(s) or other Property Identifier(s):**

*Horton Mobile Home – 24' x 60'  
Serial Number: H41279G L/R  
Bar Codes: 1238274, 1238275*

.....  
*Hancock County Clermont Fire Station, 5272 Clermont Boulevard  
Waveland, Hancock County, Mississippi  
(See Attached Exhibit "E" for Site Location)*

**Bar Code(s) or other Property Identifier(s):**

*Horton Mobile Home – 24' x 60'  
Serial Number: H41280G L/R  
Bar Codes: 1238277, 1238276*

**THE ABOVE DESCRIBED PROPERTY IS HEREINAFTER REFERRED TO AS THE  
"TEMPORARY FACILITY"**

The parties mutually understand and acknowledge that the purpose of this Site License and Use Agreement is to facilitate the placement of the Temporary Facility on Licensor's property for purposes set forth below.

The following specific terms and conditions apply to the licensed premises and to the Temporary Facility:

**1. Purpose and Identification of Property**

After the Temporary Facility is sited by FEMA, Licensor will use the Temporary Facility solely as:

*Public office space for Hancock County personnel, Assistant District Attorney, and living quarters  
with office space for Hancock County fire stations*

**2. Maintenance, Right of Entry and Exit**

a. Licensor will maintain the Temporary Facility in good repair and condition, and maintain or supply such heat, air conditioning, light, ventilation, and access as required for Licensor's occupancy and use of the Temporary Facility.

b. Licensor will maintain the Temporary Facility in a clean and orderly condition, and agrees to surrender the Temporary Facility to FEMA in as good a state and condition as at the commencement of the term, reasonable wear and tear excluded.

c. Licensor grants FEMA, the U.S. Army Corps of Engineers and the U.S. Government (or its contractors or agents) the right to enter onto Licensor's property for the purposes of siting and placement of the Temporary Facility. At the termination of this Agreement, Licensor similarly will allow access to \_\_\_\_\_

the site to enable removal of the Temporary Facility. The property will be placed on property located at the address shown above.

3. Access Control and Security Services

Licensor will obtain any necessary security services at its own cost for its Temporary Facility operations and use.

4. Sanitation, Trash, and Cleaning Services

Licensor will be responsible for arranging for, and payment of the costs of any cleaning and maintenance services for the Temporary Facility.

5. Electrical and Other Utilities

Licensor will be responsible for installing, maintaining and paying for any needed electrical connections or services for the Temporary Facility and for arranging for and paying for any necessary utilities, including any sewer and water service.

6. Telecommunications: Telephone, Fax, Networking, and Internet Service

Licensor will be responsible for arranging for and paying the costs of any needed telecommunications for Temporary Facility operations.

7. Environmental Health

Licensor will maintain, repair, or replace, as necessary, any Temporary Facility air handling and circulating equipment (i.e. fans and coolers) that may be needed to maintain acceptable air quality within the Temporary Facility.

8. Office Equipment and Furnishings

If FEMA provides any equipment or furnishings for Licensor's use as part of the Temporary Facility, these items will remain under the ownership and control of FEMA at termination of the occupancy.

9. Insurance, Fire and Casualty Damage

If the entire Temporary Facility is destroyed by fire or other casualty, this Agreement will immediately terminate. Licensor will maintain adequate liability or property damage insurance on the Temporary Facility and its operations. Nothing in this Agreement shall be construed as relieving the Licensor from liability for destruction of property of the United States of America that may be caused by the willful or negligent act or omission of Licensor, its agents or employees.

10. Compliance with Applicable Law

a. Licensor will comply with all Federal, State and local laws applicable to Licensor as operator of the Temporary Facility or premises, including without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items. Licensor will not be reimbursed for these expenses.

b. Licensors will comply with all Federal, State and local laws applicable to and enforceable against it as an occupant under this Agreement.

11. **Immunity and Indemnity**

Licensors agree to indemnify and hold harmless FEMA, DHS and the U.S. Government against any claim, action or cause of action that may be asserted by third parties against the Government as a result of the act or omissions of the Licensors, its employees or agents, or as a result of its occupancy and operation of the Temporary Facility.

12. **Applicable Law**

Federal law and the laws of the State of Mississippi shall govern this Agreement. Disputes regarding this Agreement shall be subject to the federal Contract Disputes Act.

13. **Inspection and Right of Entry**

FEMA may inspect the Temporary Facility upon giving reasonable notice to Licensors. Nothing in this clause shall act to relieve Licensors of any duty to inspect, or of liability that might arise as a result of Licensors' failure to inspect for a hazardous condition.

14. **Alterations**

With reasonable advance notice to FEMA, Licensors shall have the right to make minor alterations to the Temporary Facility, attach fixtures, markings, and signage in or upon the Temporary Facility. These alterations or attachments will be removed or otherwise disposed of by Licensors at termination of this agreement. FEMA acknowledges that normal wear and tear to the Temporary Facility may result from removal.

15. **Restoration of Site**

Upon termination of this Agreement, Licensors agree to arrange and pay for any costs of restoration of the site occupied by the Temporary Facility to its prior condition or such other condition deemed valid and acceptable by the Licensors in lieu of its restoration.

16. **Integrated Agreement**

This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement. This Agreement may be modified only through a writing signed by both parties hereto.

17. **Acceptance of Space**

Licensors will accept the Temporary Facility and its use will begin after FEMA determines that there exists adequate ground space for the Temporary Facility on Licensors' premises and the Temporary Facility has been placed on the specified grounds by the U.S. Government.

18. **Termination**

This Agreement will be in effect until the shorter time period of:

Licensors Initials

TK

FEMA Initials

AK

a. The giving of notice by Licensor to FEMA that it no longer needs the Temporary Facility. Licensor will give FEMA written notice of its intention to close the Temporary Facility and return it to FEMA at least Sixty (60) calendar days prior to the intended date of cessation of activities at the Temporary Facility; or,

b. The giving of Thirty (30) calendar days advance written notice by FEMA that removal of the Temporary Facility is required; or,

c. Forty-Eight (48) months from the date of execution of this Agreement.

FOR THE LICENSOR:

Timothy A. Kellar

Tim Kellar, County Administrator  
Hancock County, Mississippi

Date: January 3, 2006

FOR FEMA:

Darryl Parker  
Federal Emergency Management Agency

~~Disaster Recovery Manager~~  
Accountable Property Officer

Date: 1/20/2006

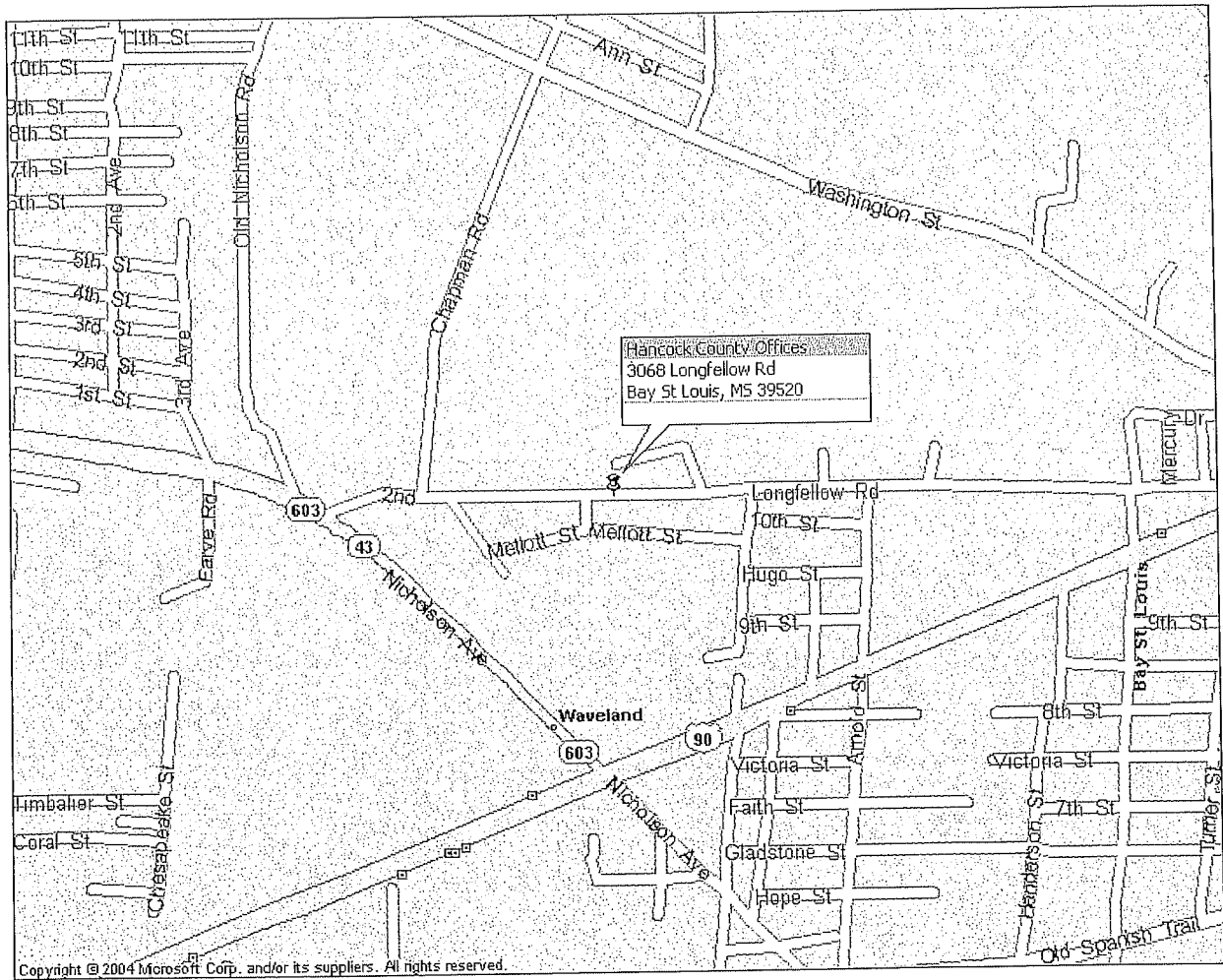


Exhibit "A"

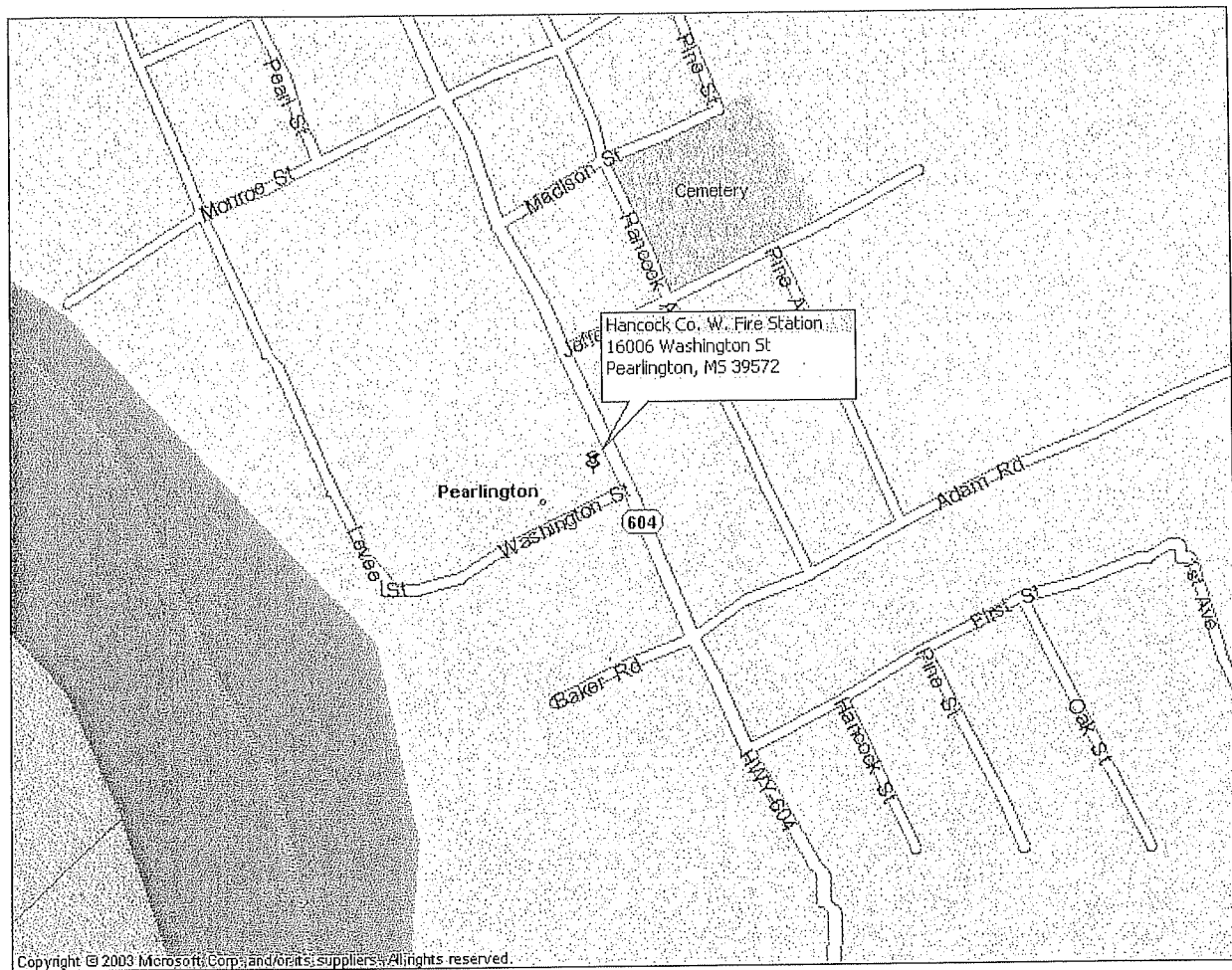


Exhibit "B"



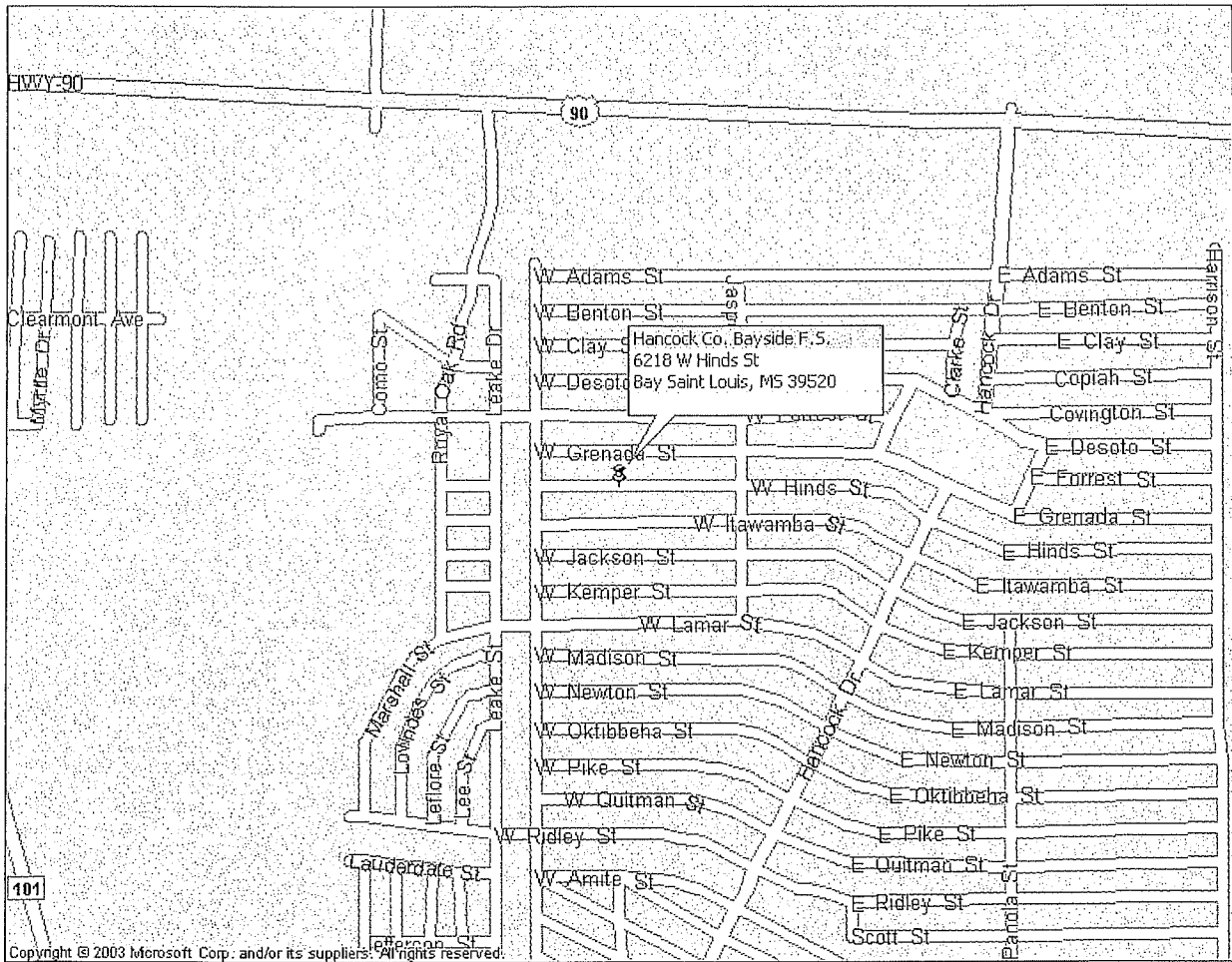
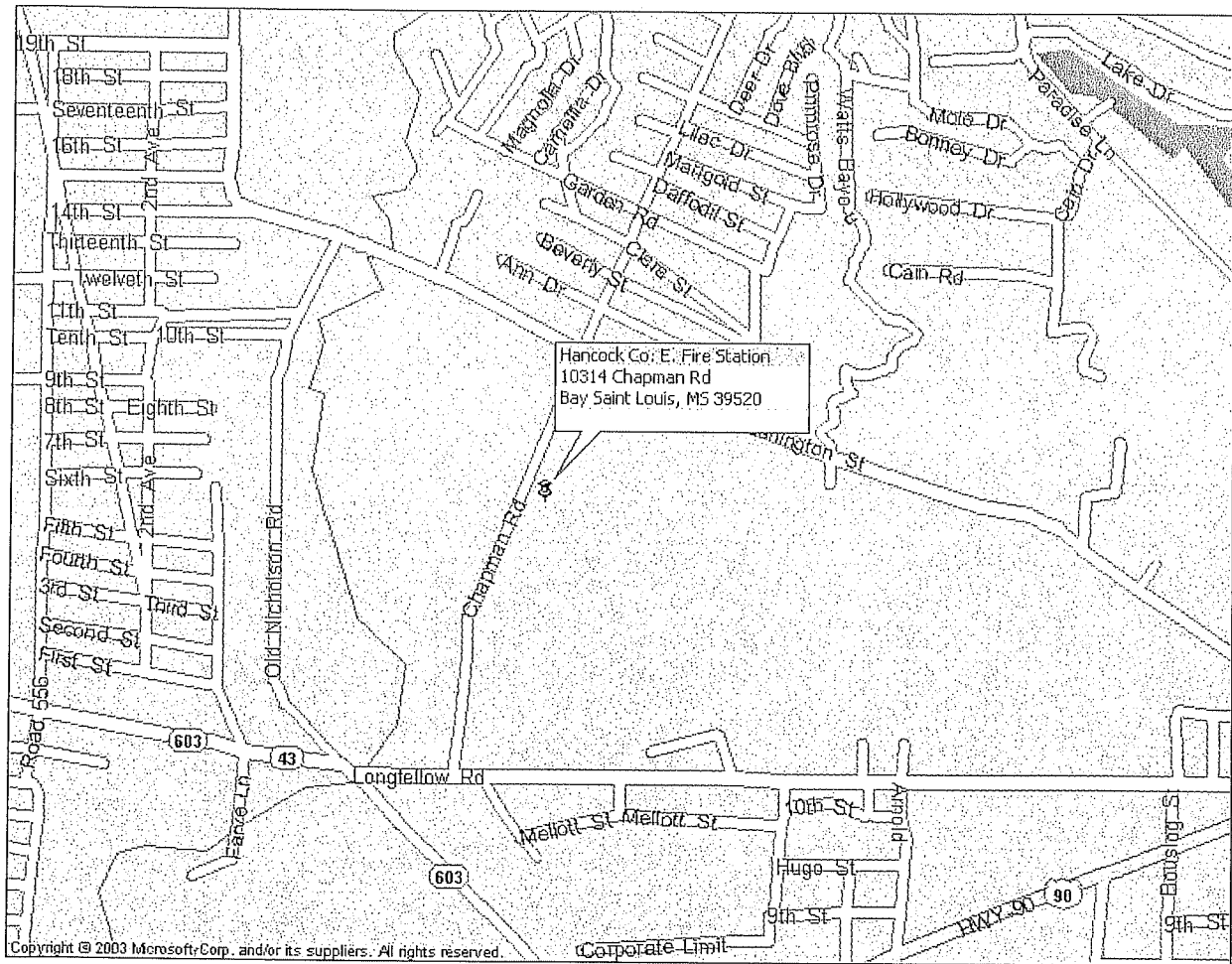
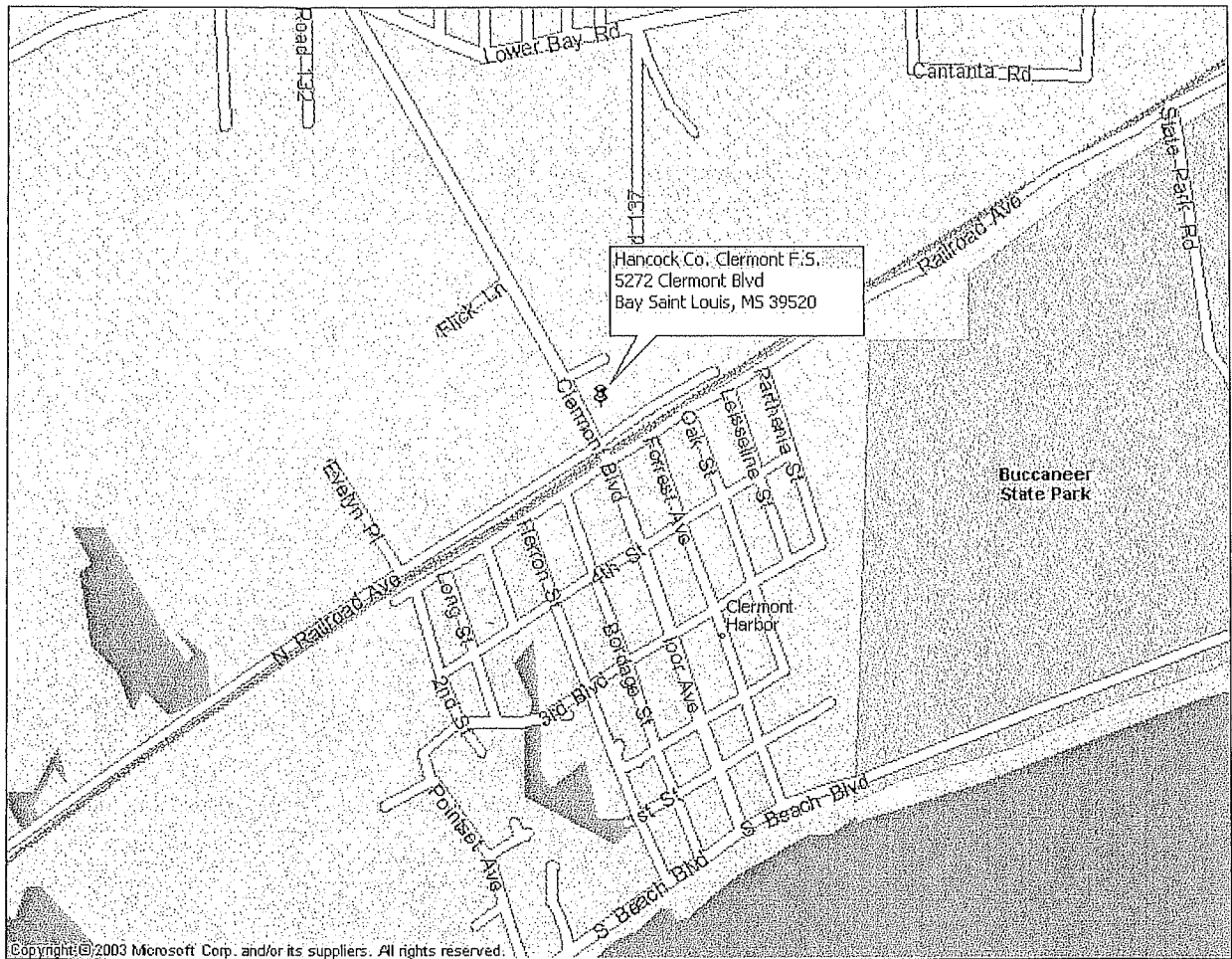


Exhibit "C"



**Exhibit "D"**



**Exhibit "E"**

## Temporary Facility Site License and Use Agreement

Agreement entered into between the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), an agency of the United States Government, and the Hancock County Department of Human Services, hereinafter referred to as "Licensor".

FEMA desires to use, and Licensor agrees to permit its use of, at no cost except as may be otherwise specifically provided herein, adequate ground space for placement of the following described property on Licensor's premises:

*3066 Longfellow Road, Bay St. Louis, Hancock County, Mississippi*  
(See Attached Exhibit "A" for Site Location)

*Bar Code(s) or other Property Identifier(s):*

*1238170, 1238171, 1238092, 1238073, 1238024*  
*1238046, 1238180, 1238188, 1238181, 1238189*

**THE ABOVE DESCRIBED PROPERTY IS HEREINAFTER REFERRED TO AS THE**  
**"TEMPORARY FACILITY"**

The parties mutually understand and acknowledge that the purpose of this Site License and Use Agreement is to facilitate the placement of the Temporary Facility on Licensor's property for purposes set forth below.

The following specific terms and conditions apply to the licensed premises and to the Temporary Facility:

1. **Purpose and Identification of Property**

After the Temporary Facility is sited by FEMA, Licensor will use the Temporary Facility solely as:

*Public office space to be used by the Hancock County Dep. of Human Services*

2. **Maintenance, Right of Entry and Exit**

a. Licensor will maintain the Temporary Facility in good repair and condition, and maintain or supply such heat, air conditioning, light, ventilation, and access as required for Licensor's occupancy and use of the Temporary Facility.

b. Licensor will maintain the Temporary Facility in a clean and orderly condition, and agrees to surrender the Temporary Facility to FEMA in as good a state and condition as at the commencement of the term, reasonable wear and tear excluded.

c. Licensor grants FEMA, the U.S. Army Corps of Engineers and the U.S. Government (or its contractors or agents) the right to enter onto Licensor's property for the purposes of siting and placement of the Temporary Facility. At the termination of this Agreement, Licensor similarly will allow access to the site to enable removal of the Temporary Facility. The property will be placed on property located at the address shown above.

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b. Licensors will comply with all Federal, State and local laws applicable to and enforceable against it as an occupant under this Agreement.

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a. The giving of notice by Licensor to FEMA that it no longer needs the Temporary Facility. Licensor will give FEMA written notice of its intention to close the Temporary Facility and return it to FEMA at least Sixty (60) calendar days prior to the intended date of cessation of activities at the Temporary Facility; or,

b. The giving of Thirty (30) calendar days advance written notice by FEMA that removal of the Temporary Facility is required; or,

c. Forty-Eight (48) months from the date of execution of this Agreement.

FOR THE LICENSOR:

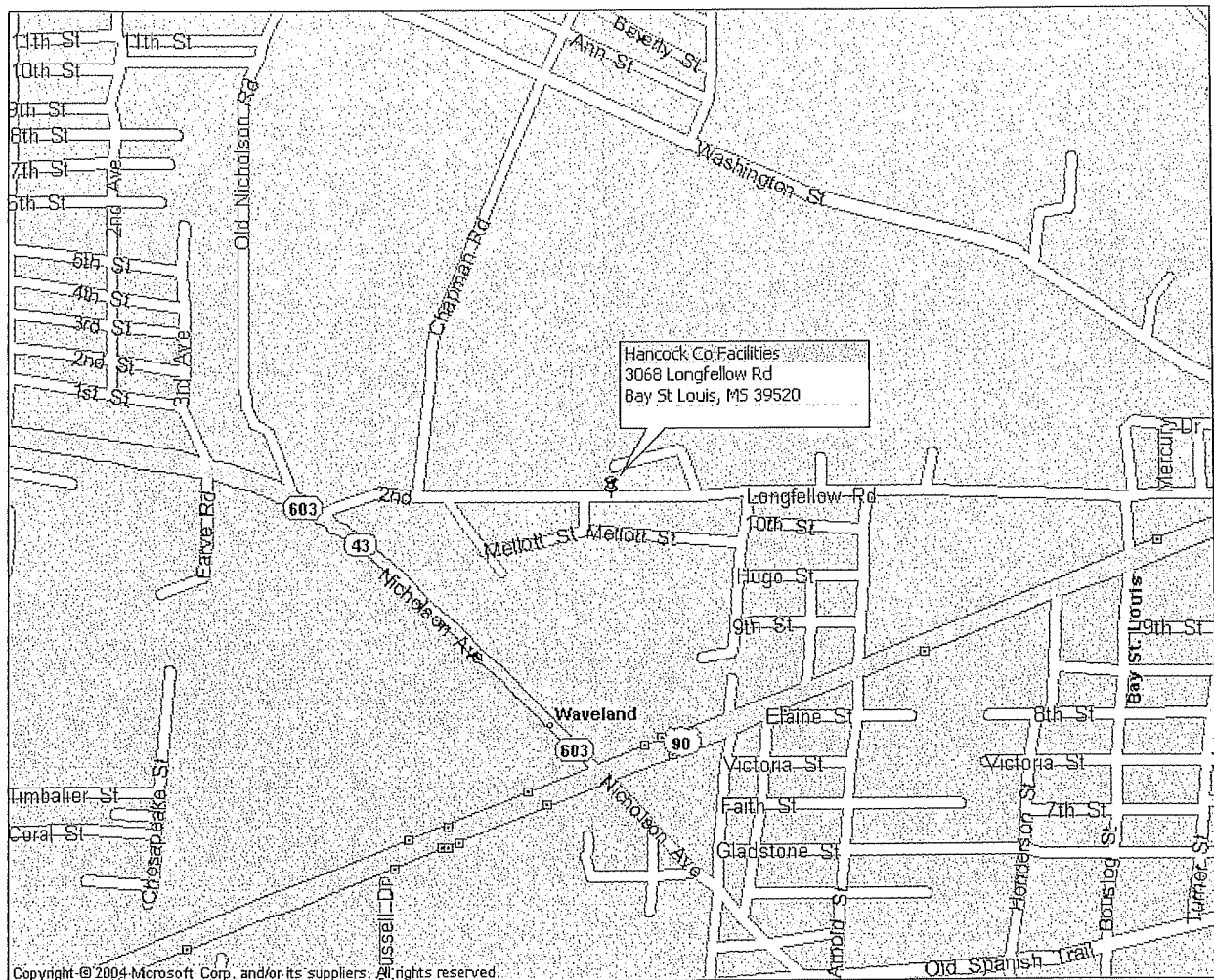
Timothy A. Kellar  
Timothy A. Kellar  
County Administrator  
Hancock County Dep. of Human Services

Date: 1-9-06

FOR FEMA:

Darryl Parker  
Federal Emergency Management Agency  
~~Disaster Recovery Manager~~  
Accountable Property Officer

Date: 1/20/2006



# EXHIBIT A

Licensor Initials

TK

FEMA Initials

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